



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		Dept.	Contract Number	
			PHL	A	
County Department Department of Public Health			Dept. Orgn.		Contractor's License No.
County Department Contract Representative James A. Felten			Telephone (909) 387-9146		Total Contract Amount \$85,663 estimated first year
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Employment					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date June 26, 2004	Contract End Date	Original Amount	Amendment Amount
Fund AAA	Dept. PHL	Organization 599	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No. 59993010
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Project Name Employment Contract - Emergency Medical Services Administrator (ICEMA Director)			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

E. Virginia Hastings

Address

Hereinafter called the

Contractor

Federal ID No. or Social Security No.

Phone

Birth Date

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to obtain the services of the Contractor on the terms and conditions set forth in this Agreement; and

WHEREAS, the Contractor has the skills and knowledge necessary to provide the services for the County;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Under the direction of the **County Health Officer** or his/her designee, Contractor's duties include, but are not limited to, the following:

- A. Plans and administers the activities of ICEMA which includes providing staff services to three County Emergency Medical Care Committees; overall supervision, coordination, monitoring and evaluation of the multi-agency providers; enforcement of all regulations/statutes by local EMS agencies; negotiating and evaluating contract programs with public and private hospitals, cities, ambulance companies and paramedic agencies for the provision of emergency medical services. Represents the Department and the Board of Supervisors in all matters pertaining to emergency medical services with cities, counties, the state and federal government.
- B. Determines standards of emergency care in conjunction with the Medical Director, Health Officer and constituency groups. Initiates contracts with providers and hospitals for medical mutual aid. Directs the negotiation, implementation, monitoring and evaluation of contracts for emergency medical services with hospitals, ambulance companies, and paramedic providers.
- C. Develops and monitors performance based contracts with ambulance providers, develops policies and procedures for contract monitoring.
- D. Plans, organizes, assigns and evaluates work of program staff. Directs staff training, assignment and evaluation.
- E. Monitors state and federal laws and regulations to ensure program compliance.
- F. Participates in the review of newly introduced legislation. Assesses impact on program operations, services and makes recommendations.

II. CONFLICT OF INTEREST

As a condition of employment, the Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This agreement shall be effective June 26, 2004, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, any party may terminate this Contract at any time without cause with a thirty (30) day prior written notice to the other party. The County may terminate this Contract for just cause immediately. The Contractor shall serve at the pleasure of

the appointing authority, **the County Health Officer**, who shall have the full authority and discretion to exercise County rights under this Paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, the Contractor shall be considered a contract employee in the County's Exempt Group C.

- A. Contractor shall be hired at step 11 of the established contract base salary range 70. Payment for such services shall be made on a biweekly basis.
- B. Except as provided in this Contract, the Contractor shall receive the same salary increases, economic benefits and leave accruals as are provided to employees in the County's Exempt Group C.
- C. Contractor will not receive any Benefit Plan dollars.
- D. Contractor will not receive any Health and Dental Plan benefits.
- E. The Contractor shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. Contractor shall contribute 5% of the Contractor's biweekly gross earnings, and County shall contribute 2.5% of Contractor's biweekly gross earnings. Contractor's contribution to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contribution shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Division Chief – Employee Benefits and Services.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

- A. Submission of hours worked shall be recorded on the County's Time and Labor Report (TLR).
- B. If the services to be performed under this Contract require Contractor to drive a vehicle, the Contractor must possess a valid California driver's license at all times during the performance of this Contract.

The Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of the Contractor's driving record.

In order for the Contractor to be able to use a private vehicle during the performance of this Contract, the Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury or death;
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death;
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

- C. The Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) business days of the effective date of this Contract.

The Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.

- D. In the event this Contract is terminated for the purpose of making the Contractor a regular County employee, the Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date, excluding seniority date.
- E. The Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to the Contractor for the services required hereunder.
- F. The County's General Liability and Workers Compensation insurance coverage shall cover the Contractor during the hours actually worked under this Contract.

VI. CONCLUSION

This Contract, consisting of five (5) pages, is the full and complete understanding describing services regarding the Contractor's rights and obligations of the parties including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

By: _____
(Contractor Signature – sign in blue ink)

Name: E. Virginia Hastings
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino

Title: ICEMA Director

Dated: _____

By: _____
Deputy

Address: On File

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to the Board for Signature

►
Andy Hartzell, Chief Deputy County Counsel

►
Lori Ciabattini, HSS Contracts

►
James Felten, Director

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By